

RETAIL INSTALLMENT CONTRACT

 Dealer Number **14544**

Contract Number

 Date **JUL 17 98**

Buyer (and Co-Buyer)-Name and Address (Include County and Zip Code)

LLOYD A CANNADY
**609 HORGER PO BOX 1033
NEWTON MA 02459**

Creditor/Seller - Name and Address

**ROBERSON MOTORS, INC.
3100 RYAN DR SE
SALEM OR 97301**

By signing this contract, I am buying the Property described below from you, the Creditor/Seller indicated above, and I agree to the terms stated on the front and back of this contract, including those stated in the Federal Truth-In-Lending Disclosures.

Security Interest. By signing this contract, I grant to you a security interest in the "Property", which is the vehicle described below and all presently owned and after-acquired accessions now or later attached to it, and in any insurance premiums financed by this contract which are refunded, to secure payment of all amounts owed under this contract.

If the Property is a used vehicle: The information I see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

| Model Yr. | Make & Model | Body Type | Color | Odometer | Vehicle Identification No. | St. & Lic. No. | New/Used | No. Cyls. |
|-----------|--------------|-----------|-------|----------|----------------------------|----------------|----------|-----------|
| 97 | DODGE 1500 | P/U | RED | 5455 | 1B7HC16Y8VS230684 | | USED | |

Describe body and major items of equipment sold: _____

Use for which purchased: ☒ Personal ☐ Commercial ☐ Agricultural

☐ Auto Trans. ☐ Pwr. Steer ☐ Air Cond. ☐ AM/FM Stereo ☐ Cassette ☐ Compact Disc ☐ Pwr. Windows ☐ Pwr. Locks ☐ Pwr. Seats ☐ Tilt Wheel ☐ Cruise

Insurance and Protection. If any insurance or protection is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.

Optional Insurance. Credit life insurance, credit disability insurance and other optional insurance are not required to obtain credit and will not be provided unless I sign for them and agree to pay the additional cost. If I have chosen this insurance, the cost is shown in 4a of the itemization below. Credit life insurance is based upon the payment schedule and the term of this contract. This insurance may not pay all I owe on this contract if I make late payments. Disability insurance covers the original payment amount for the term of this contract. If I make late payments, disability insurance will not pay all of my payments. The amount and coverages are shown in a notice or agreement given on this date.

☐ Credit Life (Buyer ☐ Co-Buyer ☐ Both ☐) Insurer _____ Insured(s) _____
☐ Credit Disability, Accident and Health (Buyer only) Insurer _____ Insured _____
☐ (Type of Other Insurance) _____ Insurer _____ Insured _____ Term _____

Under policy of designated Insurance Company(ies), maximum amount of insurance under this contract is \$ N/A, and the total amount of insurance under this and any other installment contract of the Buyer is limited to \$ N/A.

I want the insurance coverage(s) checked above, and I know that it is not required to obtain credit:

| Buyer Signature _____ | Date _____ | Co-Buyer Signature _____ | Date _____ |
|--|------------|--|------------|
| Required Physical Damage Insurance. Physical damage insurance is required, but I may obtain it from anyone I choose. If purchased through you from the Insurance Company named below, the cost of this insurance, for the term shown immediately below, is shown in 4a of the Itemization below. Insurance Company _____ Term: <u>N/A</u> months <input type="checkbox"/> \$ <u>N/A</u> Deductible Collision and either: <input type="checkbox"/> Full Comprehensive including Fire, Theft and Combined Additional Coverage <input type="checkbox"/> \$ <u>N/A</u> Deductible Comprehensive including Fire, Theft and Combined Additional Coverage <input type="checkbox"/> Fire, Theft and Combined Additional Coverage Optional, if desired - <input type="checkbox"/> Towing and Labor costs <input type="checkbox"/> Rental Reimbursement <input type="checkbox"/> CB Radio Equipment | | Optional Service Contract. The cost of this contract is shown in 4c of the Itemization below. Company <u>CSC 50</u> Term: <u>6/75000</u> \$ <u>50.00</u> Deductible Optional Mechanical Breakdown Protection. The cost of this protection is shown in 4d of the Itemization below. Company <u>N/A</u> Term: <u>N/A</u> \$ <u>N/A</u> Deductible | |

Warning: The insurance or protection referred to in this contract does not include coverage for public liability, bodily injury, or property damage (other than the vehicle noted above) caused to Buyer or others.

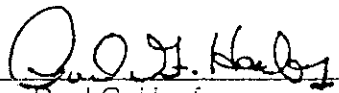
ITEMIZATION OF AMOUNT FINANCED

| | |
|--|------------------------|
| 1. Cash Sale Price (including any accessories) _____ | \$ <u>20600.00</u> (1) |
| 2. Downpayment: | |
| a. Cash Downpayment (including Manufacturer's Rebate of \$ <u>N/A</u> if applicable) _____ | \$ <u>2000.00</u> |
| b. Deferred Downpayment (Pickup Pymt), due _____, on which there's no finance charge, of _____ | \$ <u>N/A</u> |
| c. Trade-in: Value \$ <u>10000.00</u> Less owing \$ <u>11737.00</u> Net _____ | \$ <u>-1737.00</u> |
| Description of Trade-in: <u>96 NISSAN</u> | |
| Total Downpayment (a+b+c) (also put this figure on the downpayment line in the Total Sale Price box below) _____ | \$ <u>263.00</u> (2) |
| 3. Unpaid Balance of Cash Sale Price (Amount Given to Me Directly) (1 minus 2) _____ | \$ <u>20337.00</u> (3) |
| 4. Charges other than Finance Charge, including Amounts Paid to Others on My Behalf: (* Seller may be retaining a portion of this amount) | |
| a. Cost of Optional Insurance for the Term of this Contract paid to the Insurance Company(ies) named above. * | |
| Credit Life \$ <u>N/A</u> Credit Disability, Accident and Health \$ <u>N/A</u> Other \$ _____ | \$ <u>N/A</u> |
| b. Cost of required Physical Damage Insurance paid to the Insurance Company named above (covers damage to vehicle) * | \$ <u>N/A</u> |
| c. Cost of Optional Service Contract paid to the Company named above (covers certain repairs) * | \$ <u>1399.00</u> |
| d. Cost of Optional Mechanical Breakdown Protection paid to the Company named above (covers certain repairs) * | \$ <u>N/A</u> |
| e. License/Registration Fees paid to government agencies _____ | \$ <u>N/A</u> |
| f. Title Fees paid to government agencies _____ | \$ <u>N/A</u> |
| g. Filing Fees paid to government agencies _____ | \$ <u>N/A</u> |
| h. Excise tax paid to government agencies _____ | \$ <u>N/A</u> |
| i. Sales tax paid to government agencies _____ | \$ <u>N/A</u> |
| j. Other Charges (Seller must identify who will receive payment and describe purpose) * | |
| to <u>ROBERSON MOTORS</u> for <u>ADMINISTRATIVE FEE</u> | \$ <u>35.00</u> |

ALLONGE

Pay to the order of **National Loan Investors, L.P.** ("NLI"), WITHOUT RECOURSE,
REPRESENTATION, OR WARRANTY.

KEY BANK USA, NATIONAL ASSOCIATION

By: 
Name: Paul G. Heafy
Title: Attorney-in-Fact

JOINT NOTICE OF TRANSFER OF CLAIM FORM

| | |
|--|---|
| <p>UNITED STATES BANKRUPTCY COURT</p> <ul style="list-style-type: none">• E TX - Beaumont• <p>In re: CANNADY, LLOYD A</p> | <p>In Proceedings for a Re-Payment Plan Under Chapter 13</p> <p>Case No: 02-12059 Trustee Claim No.: 5 Amount: 10689.93</p> |
|--|---|

**JOINT NOTICE OF TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)
and WAIVER OF OPPORTUNITY TO OBJECT**

KEY BANK USA (the "Seller/Transferor/Assignor") and NATIONAL LOAN INVESTORS, LP (the "Purchaser/Transferee/Assignee") do hereby provide joint notice of the unconditional sale and transfer of all right, title, and interest in and to the Claims (as such is defined in the Credit Card Purchase and Sale Agreement dated June 18, 2003, by and between Seller/Transferor/Assignor and Purchaser/Transferee/Assignee) including the Claim referenced above (the "Bankruptcy Claim").

Pursuant to Bankruptcy Rule 3001(e)(2) and the foregoing assignment, the Purchaser/Transferee/Assignee hereby requests that it be substituted for the Seller/Transferee/Assignor as the record holder of the Bankruptcy Claim for all purposes in these proceedings. The Seller/Transferor/Assignor concurs with the request and hereby informs the court that it has been notified of the transfer and declines its opportunity to object under FRBP 3001(e)(2). Accordingly, the Seller/Transferor/Assignor and the Purchaser/Transferee/Assignee jointly request that the transfer of the Bankruptcy Claim be made immediately upon the docketing of this Joint Notice of Transfer of Claim.

Dated:

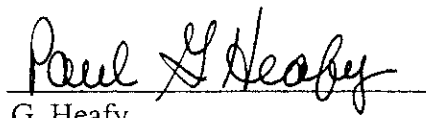
SELLER/ASSIGNOR/TRANSFEROR:

Key Bank USA
4910 Tiedman Road
Brooklyn, OH 44144
Telephone: 800-635-6676

PURCHASER/ASSIGNEE/TRANSFEREE:

National Loan Investors, L.P.
3030 N.W. Expressway, Suite 1313
Oklahoma City, OK 73112
Telephone: 405-947-6171

By: 
Rosalind Mcallister, SLS SPC

By: 
Paul G. Heafy
Managing General Partner